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March 1948

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UNITED STATES DEPARTMENT OF AGRICULTURE
Production and Marketing Administration
Grain Branch
Washington 25, D. C.PROSECUTIONS AND SEIZURES UNDER THE FEDERAL SEED ACT
(July 1, 1947, to December 31, 1947 (148-160))

148. Alleged false labeling of garden bean seed. U. S. v. F. H. Woodruff and Sons, Inc., Douglas, Wyoming. Found not guilty. (F. S. 441)

F. H. Woodruff and Sons, Inc., Douglas, Wyoming, delivered for transportation in interstate commerce from Douglas, Wyoming, to five dealers in Florida and Alabama, a total of 230 bags of 4 different varieties of garden bean seed.

Information was filed in the District Court of the United States for the State of Wyoming alleging that F. H. Woodruff and Sons, Inc. did unlawfully deliver for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The alleged violations were as follows:

1. A shipment of 60 bags (7200 pounds) of "Tendergreen" bean seed made on or about October 14, 1944, to Princeton, Florida, was labeled, in part, "Germination 97%"; whereas, a sample representing the seed when tested in December 1944 was found to have a germination of 77 percent.
2. A shipment of 9 bags (1080 pounds) of "Plentiful" bean seed made on or about October 24, 1944, to South Bay, Florida, was labeled, in part, "Germination 98%"; whereas, a sample representing the seed when tested in December 1944 was found to have a germination of 86 percent.
3. A shipment of 58 bags (6960 pounds) of "Plentiful" bean seed made on or about October 16, 1944, was labeled, in part, "Germination 100%"; whereas, a sample representing the seed when tested in December 1944 was found to have a germination of 82 percent.
4. A shipment of 43 bags (5160 pounds) of "Tendergreen" bean seed made on or about November 4, 1944, to Pompano, Florida, was labeled, in part, "Germination 94%"; whereas, a sample representing the seed when tested in December 1944 was found to have a germination of 73 percent.
5. A shipment of 40 bags (4800 pounds) of "Giant Stringless" bean seed made on or about November 25, 1944, to Mobile, Alabama, was labeled, in part, "Germination 90%"; whereas, a sample representing the seed when tested in March 1945 was found to have a germination of 71 percent.

6. A shipment of 20 bags of "Full Measure" bean seed made on or about November 12, 1944, to Sanford, Florida, was labeled, in part, "Germination 90%"; whereas, a sample representing the seed when tested in January 1945 was found to have a germination of 77 percent.

On July 7, 1947, the Court found the defendant not guilty of violation of the Federal Seed Act.

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149. Alleged false labeling of celery seed. U. S. v. Arthur W. Abbott, Jr., and Henry I. Cobb, doing business as Abbott and Cobb, Philadelphia, Pennsylvania. Defendant granted motion for Judgment of Acquittal. (F. S. 447)

Abbott and Cobb, Philadelphia, Pennsylvania, delivered for transportation in interstate commerce from Philadelphia, Pennsylvania, to two dealers in Sanford, Florida, a total of 180 pounds of 3 different varieties of celery seed.

Information was filed in the United States District Court for the Eastern District of Pennsylvania alleging that Abbott and Cobb did unlawfully deliver for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The alleged violations were as follows:

1. A shipment of 20 1-pound packages of "Improved Pascal" celery seed made on or about June 9, 1944, to Sanford, Florida, was labeled, in part, "Germination 60%"; whereas, a sample representing the seed when tested in October 1944 was found to have a germination of 28 percent.
2. A shipment of 60 1-pound packages of "Golden #14" celery seed made on or about June 9, 1944, to Sanford, Florida, was labeled, in part, "Germination 75%"; whereas, a sample representing the seed when tested in October 1944 was found to have a germination of 10 percent.
3. A shipment of 60 1-pound packages of "Special #763" celery seed made on or about June 9, 1944, to Sanford, Florida, was labeled, in part, "Germination 80%"; whereas, a sample representing the seed when tested in October 1944 was found to have a germination of 44 percent.
4. A shipment of 40 1-pound packages of "Golden #14" celery seed made on or about June 26, 1944, to Sanford, Florida, was labeled, in part, "Germination 75%"; whereas, a sample representing the seed when tested in October 1944 was found to have a germination of 7 percent.

On September 25, 1947, the Court granted the defendant's motion for a Judgment of Acquittal.

150. Alleged false labeling of garden bean seed. U. S. v. F. H. Woodruff and Sons, Inc., Douglas, Wyoming. Found not guilty. (F. S. 460)

F. H. Woodruff and Sons, Inc., Douglas, Wyoming, delivered for transportation in interstate commerce from Douglas, Wyoming, to a dealer in Montgomery, Alabama, a total of 55 bags (5600 pounds) of 3 different varieties of garden bean seed.

Information was filed in the District Court of the United States for the State of Wyoming alleging that F. H. Woodruff and Sons, Inc., did unlawfully deliver for transportation in interstate commerce the above-mentioned shipment of seed in violation of the Federal Seed Act. The alleged violations were as follows:

1. Labels attached to 10 bags (1200 pounds) of "Black Valentine" bean seed represented the seed to have a germination of 85 percent; whereas, a sample representing the seed when tested in January 1946 was found to have a germination of 70 percent.
2. Labels attached to 5 bags (600 pounds) of "Red Valentine" bean seed represented the seed to have a germination of 90 percent; whereas, a sample representing the seed when tested in January 1946 was found to have a germination of 70 percent.
3. Labels attached to 40 bags (4,800 pounds) of "Burpee's Stringless Green Pod" bean seed represented the seed to have a germination of 84 percent; whereas, a sample representing the seed when tested in January 1946 was found to have a germination of 66 percent.

On July 7, 1947, the Court found the defendant not guilty of violation of the Federal Seed Act.

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151. False labeling of soybean seed and alsike clover seed. U. S. v. Ross Seed Company, Inc., Louisville, Kentucky. Plea of nolo contendere. Fine \$50 plus \$15 costs. (F. S. 465)

The Ross Seed Company, Louisville, Kentucky, delivered for transportation in interstate commerce to dealers in North Carolina and Virginia, 400 bags of soybean seed and 3 bags of alsike clover seed, respectively.

Information was filed in the District Court of the United States for the Western District of Kentucky alleging that the Ross Seed Company, Inc. did unlawfully deliver for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations were as follows:

1. A shipment of 400 bags of soybean seed made in February 1945 to Asheville, North Carolina, was represented to be one lot identified by the No. 3605-B and to consist, in part, of 95.50 percent pure seed, 2 percent inert matter, and 0.80 percent weed seed; whereas, five bags of the seed were found to consist, in part, of 85.44 percent pure seed, 7.85 percent inert matter, and 4.59 percent weed seeds. An additional eight bags of the seed were found to consist, in part, of 90.02 percent pure seed, 5.02 percent inert matter, and 2.82 percent weed seeds. In addition to being falsely labeled with respect to the percentages of pure seed, inert matter, and weed seeds, the tests indicated that the seed was not a "lot" of seed as that term is defined under the Federal Seed Act.
2. A shipment of three bags of alsike clover seed made in September 1945 to Roanoke, Virginia, was represented to have a germination of 62 percent with 30 percent hard seeds; whereas, the seed was found to have a germination of 36 percent with 29 percent hard seeds.

On October 15, 1947, the Ross Seed Company, Inc., Louisville, Kentucky, entered a plea of nolo contendere on each of the two counts and the Court imposed a total fine of \$50 plus \$15 costs.

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152. Failure to label oat seed. Excessive noxious-weed seeds. U. S. v. Transit Grain Company, Ft. Worth, Texas. Plea of guilty. Fine \$200. (F. S. 468)

Transit Grain Company, Inc., Ft. Worth, Texas, delivered for transportation in interstate commerce from Ft. Worth, Texas, to dealers in Kansas and Oklahoma, four carloads of oat seed in bulk.

Information was filed in the District Court of the United States for the Northern District of Texas alleging that the Transit Grain Company, Inc., did unlawfully deliver for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act.

The violations consisted of shipping in interstate commerce to Lehigh and McPherson, Kansas, and to Nowata and Vinita, Oklahoma, in December 1945 and January and February 1946, four different carloads of oat seed in bulk. The invoices accompanying the shipments failed to show the detailed labeling information required under section 201 of the Federal Seed Act for seed shipped in bulk.

The shipment to Vinita, Oklahoma, was found to contain Johnson grass seeds at the rate of 206 per pound. Johnson grass seeds are considered noxious-weed seeds in the State of Oklahoma. It is required under the Federal Seed Act, by reason of the wording of the State law and regulations, that seed shipped into the State of Oklahoma shall be labeled to show the name and number per pound of such noxious-weed seeds present.

In addition to the failure to label the shipments, one shipment made to Lehigh, Kansas, was found to contain the noxious-weed seed, Johnson grass, at the rate of 80 in 500 grams (approximately one pound) examined. Agricultural seed containing Johnson grass seeds at a rate in excess of 1 in 10 grams is prohibited from sale in the State of Kansas and therefore prohibited from shipment into that State under the Federal Seed Act.

On November 17, 1947, Transit Grain Company, Inc., Ft. Worth, Texas, entered a plea of guilty to each of the four counts and the Court imposed a total fine of \$200.

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153. False advertising and false labeling of alfalfa seed and sorghum seed and failure to maintain records. U. S. v. Joseph F. Vap, doing business as the Beaver Valley Feed and Seed Company, Atwood, Kansas. Plea of guilty on 10 counts and plea of nolo contendere on 7 counts. Fine \$335 and costs. (F. S. 472)

The Beaver Valley Feed and Seed Company, Atwood, Kansas, between August 1944 and June 1946 transported in interstate commerce from Enid, Oklahoma, and Atwood, Kansas, to Norfolk, Nebraska, and Ogalalla, Nebraska, 612 bags (86,185 pounds) of alfalfa seed and 100 bags (10,000 pounds) of sorghum seed.

Information was filed in the District Court of the United States for the District of Kansas alleging that the Beaver Valley Feed and Seed Company did unlawfully transport in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations were as follows:

Ten counts alleged that the defendant transported in interstate commerce between August 1944 and January 1946 from Enid, Oklahoma, to Norfolk, Nebraska, a total of 612 bags of alfalfa seed falsely represented in country shipper's declarations of origin to be of Nebraska origin. The seed was of Oklahoma origin.

One count alleged that in May 1946 the defendant transported 100 bags of sorghum seed from Atwood, Kansas, to Ogalalla, Nebraska, falsely labeled "Honey Drip Fodder Cane." The seed was found to be a mixture of the varieties of sorghum known as Leoti, Red Amber, and Black Amber.

Six counts of the information alleged failure to maintain records as required under the Federal Seed Act.

On December 15, 1947, Joseph F. Vap entered pleas of nolo contendere to seven counts and pleas of guilty to ten counts and the Court imposed a fine of \$335 and costs.

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154. False labeling of red clover seed, timothy seed, Sudan grass seed, and orchard grass seed. U. S. v. Louisville Seed Company, Inc., Louisville, Kentucky. Plea of nolo contendere. Fine \$125 and \$15 costs. (F. S. 473)

Louisville Seed Company, Inc., Louisville, Kentucky, in July and September 1945 and January and March 1946 delivered for transportation in interstate commerce from Louisville, Kentucky, to four dealers in Virginia, five bags each of red clover seed, timothy seed, and orchard grass seed, and ten bags each of red clover seed and Sudan grass seed.

Information was filed in the District Court of the United States for the Western District of Kentucky alleging that the Louisville Seed Company, Inc., Louisville, Kentucky, unlawfully delivered for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations were as follows:

1. A shipment of five bags of red clover seed made in July 1945 to Bristol, Virginia, was represented to have a germination of 80 percent and an additional 10 percent hard seeds; whereas, the seed was found to have a germination of 63 percent with no hard seeds.
2. A shipment of five bags of timothy seed made in September 1945 to Ashland, Virginia, was represented to consist, in part, of 1.20 percent weed seeds; whereas, the seed was found to consist, in part, of 2.43 percent weed seeds.
3. A shipment of 10 bags of red clover seed made in January 1946 to South Boston, Virginia, was represented to contain the noxious-weed seed, dodder, at the rate of 50 per pound; whereas, the seed was found to contain dodder seeds at the rate of 145 per pound.
4. A shipment of 10 bags of Sudan grass seed made in March 1946 to South Boston, Virginia, was represented to have a germination of 85 percent; whereas, the seed was found to have a germination of 67 percent.
5. A shipment of five bags of orchard grass seed made in March 1946 to Appalachia, Virginia, was represented to consist of 85 percent pure seed, 12.10 percent inert matter, 2.90 percent weed seeds, and no other crop seeds; whereas, the seed was found to consist of 79.27 percent pure seed, 7.38 percent inert matter, 12.97 percent weed seeds, and 0.38 percent crop seed.

On October 24, 1947, the Louisville Seed Company, Inc., Louisville, Kentucky, entered a plea of nolo contendere on each of the five counts and the Court imposed a total fine of \$125 and \$15 costs.

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155. False labeling and failure to label vegetable seed. U. S. v. David S. Wright, doing business as the Lake Shore Seed Company, Dunkirk, New York. Plea of guilty. Fine \$1,500. (F. S. 476)

Lake Shore Seed Company, Dunkirk, New York, transported and delivered for transportation in interstate commerce in March and April 1945 to dealers in Indiana and Delaware display boxes of vegetable seeds in packets.

Information was filed in the District Court of the United States for the Western District of New York alleging that the Lake Shore Seed Company unlawfully delivered for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act.

Sixteen varieties of vegetable seeds contained in these two shipments were found to be below the standards for germination provided for under the Federal Seed Act and the labeling failed to show the germination percentage, the date of the germination test, and the words, "Below Standard." Packets of onion seed in one of the shipments failed to show any germination when tested. Six varieties of seed when grown were found to be falsely labeled with respect to the name of the variety.

On July 8, 1947, David S. Wright, doing business as the Lake Shore Seed Company, Dunkirk, New York, entered a plea of guilty and the Court imposed a fine of \$750 on each of the two shipments, or a total fine of \$1,500.

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156. False labeling of lima bean seed. U. S. v. Simkins Seed Company, Inc., Augusta, Georgia. Plea of nolo contendere. Fine \$25. (F. S. 482)

Simkins Seed Company, Inc., Augusta, Georgia, on March 13, 1946, delivered for transportation in interstate commerce from Augusta, Georgia, to Starke, Florida, five bags of lima bean seed.

Information was filed in the District Court of the United States for the Southern District of Georgia alleging that the Simkins Seed Company, Inc., unlawfully delivered for transportation in interstate commerce the above-mentioned shipment of seed in violation of the Federal Seed Act.

The labels attached to the bags represented the seed to have a germination of 60 percent; whereas, the seed was found to have a germination of 2 percent.

On November 11, 1947, the Simkins Seed Company, Inc., Augusta, Georgia, entered a plea of nolo contendere and the court imposed a fine of \$25.

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157. Failure to label timothy and alsike clover seed. Excessive noxious-weed seeds. U. S. v. Geo. P. Sexauer & Son, Inc., Brookings, South Dakota. Plea of guilty. Fine \$25. (F. S. 483)

Geo. P. Sexauer & Son, Inc., Brookings, South Dakota, in February 1946 transported in interstate commerce from Brookings, South Dakota, to Wasca, Minnesota, four bags of timothy and alsike clover seed.

Information was filed in the District Court of the United States for the District of South Dakota alleging that Geo. P. Sexauer & Son, Inc., unlawfully transported in interstate commerce the above-mentioned shipment of seed in violation of the Federal Seed Act.

Labels attached to the four bags of timothy and alsike clover seed failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain Canada thistle seeds at the rate of 40 per pound. Canada thistle seeds are considered noxious-weed seeds in the State of Minnesota. Agricultural seed containing Canada thistle seed at a rate in excess of 10 per pound is prohibited from sale in the State of Minnesota and therefore prohibited from shipment into that State under the Federal Seed Act.

On November 28, 1947, Geo. P. Sexauer & Son, Inc., entered a plea of guilty and the court imposed a fine of \$25.

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158. False and incomplete labeling of alfalfa seed, Ladino clover seed, and wheat seed. U. S. v. Northrup, King & Company, Inc., Minneapolis, Minnesota. Plea of guilty. Fine \$225. (F. S. 484)

Northrup, King & Company, Inc., Minneapolis, Minnesota, in January and March 1946 delivered for transportation in interstate commerce from Minneapolis, Minnesota, to dealers in Wisconsin and Michigan, 210 bags of alfalfa seed, one bag of Ladino clover seed and 10 bags of wheat seed.

Information was filed in the District Court of the United States for the District of Minnesota alleging that Northrup, King & Company, Inc. unlawfully transported in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations were as follows:

1. One shipment of 120 bags (12,000 pounds) of alfalfa seed made in January 1946 to Marinette, Wisconsin, was represented to have a germination of 80 percent with an additional 14 percent hard seeds; whereas, two bags of this seed were found to have a germination of 47 percent with 50 percent hard seeds remaining. Included in the same shipment were 90 bags (9,000 pounds) of alfalfa seed represented to have a germination of 80 percent with an additional 16 percent hard seeds; whereas, three bags of this seed were found to have germinations of 56 percent and 51 percent with 42 percent and 45 percent hard seeds remaining, respectively.

2. A shipment of one bag (50 pounds) of Ladino clover seed made in March 1946 to Weyauwega, Wisconsin, was not labeled to show the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seed, buckhorn plantain, at the rate of 99 per pound or 6 per ounce.
3. A shipment of 10 bags (1,500 pounds) of wheat seed made in March 1946 to Iron Mountain, Michigan, was represented to have a germination of 95 percent; whereas, it was found to have a germination of 79 percent.

On October 1, 1947, Northrup, King & Company, Inc., Minneapolis, Minnesota, entered a plea of guilty on each count and the court imposed a fine of \$75 on each count or a total fine of \$225.

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159. False and incomplete labeling of alfalfa, alsike clover, sweet-clover, reed canary grass, red clover, orchard grass, timothy, and Kentucky bluegrass seed. U. S. v. M. G. Stoller, operating as Stoller's Seeds, Paulding, Ohio. Plea of guilty. Fine \$200 and \$25 costs. (F. S. 485)

M. G. Stoller, Paulding, Ohio, in December 1945 and January and March 1946 delivered for transportation in interstate commerce from Paulding, and Latty, Ohio, to dealers in Michigan, Indiana, and Wisconsin, 150 bags (19,800 pounds) of alfalfa seed, 60 bags (3,600 pounds) of alsike clover seed, 35 bags (2,100 pounds) of sweetclover seed, 34 bags (3,360 pounds) of Reed canary grass seed, 35 bags (2,100 pounds) of red clover seed, one bag (100 pounds) of orchard grass seed, 25 bags (1,125 pounds) of timothy seed, and 40 bags (4,000 pounds) of Kentucky bluegrass seed.

Information was filed in the District Court of the United States for the Northern District of Ohio alleging that M. G. Stoller had delivered for transportation in interstate commerce the above-mentioned shipments of seed in violation of the Federal Seed Act. The violations were as follows:

1. A shipment of 120 bags (18,000 pounds) of alfalfa seed made on December 29, 1945, to Saginaw, Michigan, was not labeled to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seed, dodder, at the rate of 72 per pound.
2. A shipment of 30 bags (1,800 pounds) of alsike clover seed made on January 7, 1946, to Roann, Indiana, was not labeled to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, bitter wintercress, red sorrel, and buckhorn at the rates of 837, 135, and 45 per pound, respectively.

3. A shipment of 25 bags (1,500 pounds) of alsike clover seed made on January 7, 1946, to Fulton, Indiana, was not labeled to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, bitter wintercress, red sorrel, and buckhorn at the rates of 270, 36, and 18 per pound, respectively.
4. A shipment of 25 bags (1,500 pounds) of sweetclover seed made on March 12, 1946, to Bluffton, Indiana, was represented to consist of 99.31 percent pure white sweetclover seed, 0.26 percent other crop seed, 0.12 percent weed seed, and 0.31 percent inert matter; whereas, the seed was found to be 74.58 percent white sweetclover seed, 21.00 percent yellow sweetclover seed, 3.05 percent other crop seed, 0.54 percent weed seed, and 0.83 percent inert matter. The seed was also represented to have a germination of 66 percent and 21 percent hard seeds; whereas, it was found to have a germination of 52 percent with 1 percent hard seeds remaining. The labels attached to the bags failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seed, common plantain, at the rate of 99 per pound.
5. A shipment of 32 bags (3,200 pounds) of Reed canary grass seed made on March 22, 1946, to Lansing, Michigan, was represented to have a germination of 74 percent; whereas, the seed was found to have a germination of 18 percent.
6. A shipment of 10 bags (600 pounds) of red clover seed made on March 27, 1946, to South Bend, Indiana, was represented to consist of 99.00 percent pure seed, 0.36 percent crop seed, 0.41 percent inert matter, and 0.23 percent weed seed; whereas, the seed was found to consist of 92.18 percent pure seed, 5.01 percent crop seed, 2.13 percent inert matter, and 0.68 percent weed seed. The labels attached to the bags also failed to show the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, curly dock, common plantain, field peppergrass, and wild carrot at the rates of 2,376, 477, 63, and 36 per pound, respectively.
7. A shipment of one bag (100 pounds) of orchard grass seed made on March 27, 1946, to South Bend, Indiana, was not labeled to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, curly dock, and red sorrel, at the rates of 1,044 and 612 per pound, respectively.
8. A shipment of five bags (300 pounds) of alsike clover seed made on March 27, 1946, to South Bend, Indiana, was represented to consist, in part, of 98.00 percent pure seed and 1.13 percent other crop seed; whereas, the seed was found to consist, in part, of

- 94.47 percent pure seed and 4.38 percent other crop seed. Labels attached to the bags also failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, curly dock, red sorrel, buckhorn, and common plantain at the rates of 666, 540, 63, and 27 per pound, respectively, and bitter wintercress, field peppergrass, mustard, and wild carrot each at the rate of 9 per pound.
9. A shipment of 30 bags (1,800 pounds) of alfalfa seed made on March 27, 1946, to South Bend, Indiana, was represented to consist of 99.00 percent pure seed, 0.25 percent weed seed, 0.38 percent inert matter, and 0.37 percent other crop seed; whereas the seed was found to consist of 88.76 percent pure seed, 4.27 percent weed seed, 1.68 percent inert matter, and 5.29 percent other crop seeds. Labels attached to the bags also bore, in part, the statements "Hard Seed 10 Pct. - Germination 90 Total Pct."; whereas, the seed was found to have a germination of 49 percent with 24 percent hard seeds remaining.
 10. A shipment of 25 bags (1,500 pounds) of red clover seed made on March 27, 1946, to South Bend, Indiana, was represented to consist of 99.00 percent pure seed, 0.43 percent other crop seed, 0.29 percent inert matter, and 0.28 percent weed seed; whereas, the seed was found to consist of 82.73 percent pure seed, 7.75 percent other crop seed, 3.34 percent inert matter, and 6.18 percent weed seed. Labels attached to the bags failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, common plantain, dodder, buckhorn, curly dock, field peppergrass, wild carrot, red sorrel, mustard, bracted plantain, bitter wintercress, and Canada thistle at the rates of 3,600, 909, 540, 432, 306, 162, 72, 54, 18, 9, and 9 per pound, respectively. These noxious-weed seeds constituted 1.48 percent of the seed; therefore, the seed was prohibited from sale within the State of Indiana and prohibited from shipment into that State under the Federal Seed Act.
 11. A shipment of 5 bags (300 pounds) of sweetclover seed made on March 27, 1946, to South Bend, Indiana, was represented to consist of 99.00 percent pure seed, 0.24 percent weed seed, 0.48 percent inert matter, and 0.28 percent other crop seed; whereas, the seed was found to consist of 94.38 percent pure seed, 0.88 percent weed seed, 2.99 percent inert matter, and 1.75 percent other crop seeds. Labels attached to the bags bore, in part, the statements "Hard Seed 10 Pct. - Germination 75 Pct."; whereas, the seed was found to have a germination of 53 percent with 8 percent hard seeds remaining. The labels attached to the bags failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, field peppergrass, curly dock, buckhorn, bitter wintercress, mustard, and dodder at the rates of 837, 828, 45, 27, 27, and 9, respectively.

12. A shipment of 25 bags (1,125 pounds) of timothy seed made on March 27, 1946, to South Bend, Indiana, was represented, in part, to consist of 99.00 percent pure seed and 0.30 percent other crop seed; whereas, the seed was found to consist of 97.24 percent pure seed and 1.08 percent other crop seeds. Labels attached to the bags failed to show the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, bitter wintercress, common plantain, buckhorn, and curly dock at the rates of 7,875, 1,476, 189, and 9, respectively.
13. A shipment of five bags (300 pounds) of sweetclover seed made on March 27, 1946, to South Bend, Indiana, was represented to consist of 99.31 percent pure white sweetclover seed; whereas, the seed was found to consist, in part, of 83.43 percent white sweetclover and 15.32 percent yellow sweetclover seed. Labels attached to the bags also bore, in part, the statements "Hard Seed 21 Pct. - Germination 66 Pct."; whereas, the seed was found to have a germination of 49 percent with 14 percent hard seeds remaining. The labels failed to indicate the presence of noxious-weed seeds; whereas, the seed was found to contain the noxious-weed seeds, wild mustard, curly dock, and bitter wintercress at the rates of 153, 90, and 9 per pound, respectively.
14. A shipment of two bags (160 pounds) of Reed canary grass seed made on March 27, 1946, to South Bend, Indiana, was represented to have a germination of 74 percent; whereas, the seed was found to have a germination of 26 percent.
15. A shipment of 40 bags (4,000 pounds) of Kentucky bluegrass seed made on March 27, 1946, to Milwaukee, Wisconsin, was represented to consist, in part, of 98.04 percent pure seed and 1.53 percent inert matter; whereas, the seed was found to consist, in part, of 93.87 percent pure seed and 5.82 percent inert matter.
16. On or about November 13, 1946, M. G. Stoller failed to make available his records with respect to the germination and purity of each lot of seed referred to in counts 1 to 15, inclusive, and did not have said records available for inspection by a duly authorized agent of the Secretary of Agriculture, and did fail and refuse to present said records to said agent at said time as required by law.

On September 26, 1947, M. G. Stoller, Paulding, Ohio, entered a plea of guilty and the court imposed a fine of \$200 and \$25 costs.

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160. False and incomplete labeling of orchard grass seed. Excessive noxious-weed seeds. U. S. v. 9 bags of orchard grass seed. Seed seized and ordered destroyed. (F. S. 487)

Russell-Heckle Seed Company, Memphis, Tennessee, on or about February 20, 1947, delivered for transportation in interstate commerce from Memphis, Tennessee to Russellville, Alabama, 10 bags of orchard grass seed.

A libel was filed in the District Court of the United States for the Northern District of Alabama praying seizure of this seed and alleging same to be falsely and incompletely labeled with respect to the names and rates of occurrence of noxious-weed seeds and to contain excessive noxious-weed seeds.

Labels attached to the bags at the time of shipment in interstate commerce bore, in part, the statements "Noxious Weed Seed per lb. of Pure Seed Noxious Weeds-Sorrel 36, Curl 27, Buckhorn 198, Cheat 27"; whereas, a sample representing the seed when tested was found to contain the following noxious-weed seeds at the rates indicated:

buckhorn plantain - 1,150 per pound
wild onion - 78 per pound
curly dock - 61 per pound
sheep sorrel - 61 per pound

The sale of seed containing more than 500 of these noxious-weed seeds per pound is prohibited under the Alabama State seed law and therefore prohibited from shipment into that State under the Federal Seed Act. The seed was seized by the United States Marshal.

On October 31, 1947, no claimant having appeared, the seed was ordered destroyed.

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